

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA**  
*Richmond Division*

IN RE:  
Lori-Marie Wheeler  
a/k/a Lori-Marie Smallwood  
f/d/b/a Almar Financial Services, LLC  
Debtor(s)

Case No. 09-33044-DOT

Chapter 13

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Saxon Mortgage Services, Inc.  
Movant

v.  
Lori-Marie Wheeler  
a/k/a Lori-Marie Smallwood  
f/d/b/a Almar Financial Services, LLC  
Debtor/Respondent

and  
Carl M. Bates  
Trustee/Respondent

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**AGREED ORDER MODIFYING THE AUTOMATIC STAY**

This matter comes before the Court on the Motion for Relief from Automatic Stay filed on February 04, 2010 (the "Motion") on behalf of Saxon Mortgage Services, Inc. (the "Movant") by counsel, Stephen B. Wood and Bierman, Geesing, Ward & Wood, LLC.

WHEREAS, The Movant and the Respondent, Lori-Marie Wheeler a/k/a Lori-Marie Smallwood f/d/b/a Almar Financial Services, LLC (the "Debtor"), have reviewed the Motion and reached an agreement in this matter, the terms of which are set forth in this order,

NOW THEREFORE IT IS HEREBY ORDERED that the automatic stay afforded the Debtor in this case shall be and the same is MODIFIED pursuant to 11 U.S.C. § 362(d) to permit Movant to conduct a foreclosure sale of the real property belonging to the Debtor known as 4267 Chatham Drive, King George, VA 22485 (the "Property") and to allow the successful purchaser at the foreclosure sale to secure possession of the Property as permitted by applicable state law and the terms of the promissory note dated March 22, 2007 in the original principal amount of \$391,124.00 (the "Note") and that certain deed of trust granted by the Debtor in favor of the Movant encumbering the Property (the "Deed of Trust"). The legal description of the Property is:

Stephen B. Wood, VSB #26518  
8100 Three Chopt Road, Suite 240  
Richmond, VA 23229  
(804) 282-0463  
*Attorney for the Movant*

LOT NINETY-SIX (96), SECTION 3, CHATHAM VILLAGE, AS SHOWN ON PLAT OF SUBDIVISION PREPARED BY WEBB AND ASSOCIATES, RECORDED IN INSTRUMENT NO. 040006168 AND INSTRUMENT NO. 040006169, AMONG THE LAND RECORDS OF KING GEORGE COUNTY, VIRGINIA

IT IS FURTHER ORDERED that the provisions lifting the automatic stay in this Agreed Order Modifying the Automatic Stay (the "Agreed Order") are stayed, contingent upon the Debtor's continued compliance with the terms of this Agreed Order and provided that:

1. The Debtor resumes making regular monthly installment payments to the Movant in the amount of \$2,141.36 commencing on March 01, 2010, and continues to make regular monthly installment payments on the first (1st) day of each month thereafter as they become due as adjusted for escrow or interest rate changes and all other conditions and obligations set forth in the Note and Deed of Trust.

2. The Debtor cures the post-petition arrearages due to the Movant through February 01, 2010 in the total amount of \$4,292.97 by making the following payments to the Movant:

- a. \$2,151.61 on or before February 15, 2010.
- b. \$2,141.36 on or before February 28, 2010.

3. All payments to the Movant shall be made payable to:

Saxon Mortgage Services, Inc.  
4708 Merchantile Drive North  
Fort Worth, Texas 76137

IT IS FURTHER ORDERED that if the holder of any other deed of trust encumbering the Property obtains relief from the automatic stay, then the Movant herein is automatically granted relief from the automatic stay.

IT IS FURTHER ORDERED that if any payment or portion of any payment required to be made hereunder is not received by the Movant by the date that it is due, including any payment due on or after February 15, 2010, then the Debtor shall be in default under this Agreed Order. In such event, the Movant shall file a notice with this Court stating the amount of the default and the amount due pursuant to this Agreed Order (the "Notice of Default") and mail a copy of the Notice of Default to the Debtor, the Debtor's attorney, and the Chapter 13 trustee (the "Trustee") by regular mail. If the Debtor does not cure the default by paying the amount stated in the Notice of Default within fifteen (15) days of the date of the Notice of Default, then the automatic stay afforded the Debtor in this bankruptcy shall be automatically deemed lifted and the Movant shall be allowed to conduct a foreclosure sale of the Property and to exercise all other rights and remedies allowed the Movant by state law and the terms of the Note and Deed of Trust without any further proceeding, action or order of this Court.

IT IS FURTHER ORDERED that if a second such notice of default is filed by the Movant after the Debtor reinstates under the terms of a first Notice of Default, then the automatic stay afforded the Debtor in this bankruptcy shall be automatically deemed lifted and the Movant shall be allowed to conduct a foreclosure sale of the Property and to exercise all other rights and remedies allowed the Movant by state law and the terms of the Note and Deed of Trust without any further proceeding, action or order of this Court.

IT IS FURTHER ORDERED that subsequent to a foreclosure sale of the Property by the Movant, the Trustee shall be notified and, upon notification, shall thereafter cease making any payments on the Movant's secured claim that were required by the Debtor's Chapter 13 plan.

IT IS FURTHER ORDERED that subsequent to a foreclosure sale of the Property by the Movant, the Movant shall file with this Court any amended proof of claim for deficiency of payment within 120 days from the date of the foreclosure sale or Movant shall forever be barred from asserting such a claim.

IT IS ORDERED.

Feb 24 2010  
Date: \_\_\_\_\_

/s/ Douglas O. Tice Jr.

\_\_\_\_\_  
Judge, U.S. Bankruptcy Court  
for the Eastern District of Virginia  
Richmond Division  
Entered on Docket: Feb 24 2010 \_\_\_\_\_

**WE ASK FOR THIS:**

/s/ Stephen B. Wood  
Stephen B. Wood, VSB #26518  
Bierman, Geesing, Ward & Wood, LLC  
8100 Three Chopt Road, Suite 240  
Richmond, VA 23229  
*Counsel for the Movant*

**SEEN AND AGREED:**

/s/ Kyle G. Manikas  
Kyle G. Manikas, Esq.

1660 International Drive  
Suite 400  
McLean, VA 22102  
*Counsel for the Debtor*

**SEEN:**

/s/ Carl M. Bates  
Carl M. Bates, Trustee  
P.O. Box 1819  
Richmond, VA 23218  
*Chapter 13 Trustee*

**CERTIFICATION**

I HEREBY CERTIFY that the foregoing proposed Agreed Order Modifying the Automatic Stay has been endorsed by or on behalf of all necessary parties.

/s/ Stephen B. Wood  
Stephen B. Wood

cc:

Bierman, Geesing, Ward & Wood, LLC  
8100 Three Chopt Road, Suite 240  
Richmond, VA 23229

Kyle G. Manikas, Esq.  
1660 International Drive  
Suite 400  
McLean, VA 22102

Carl M. Bates  
P.O. Box 1819  
Richmond, VA 23218

Lori-Marie Wheeler a/k/a Lori-Marie Smallwood f/d/b/a Almar Financial Services, LLC  
4267 Chatham Drive  
King George, VA 22485



Certificate of Service Page 6 of 6  
**CERTIFICATE OF NOTICE**

District/off: 0422-7  
Case: 09-33044

User: smithla  
Form ID: pdforder

Page 1 of 1  
Total Noticed: 1

Date Rcvd: Feb 25, 2010

The following entities were noticed by first class mail on Feb 27, 2010.  
db +Lori-Marie Wheeler, 4267 Chatham Drive, King George, VA 22485-5650

The following entities were noticed by electronic transmission.  
NONE.

TOTAL: 0

\*\*\*\*\* BYPASSED RECIPIENTS \*\*\*\*\*

NONE.

TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.  
USPS regulations require that automation-compatible mail display the correct ZIP.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 9): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Feb 27, 2010

Signature:

